

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON,
AT TACOMA

COUNTRY MUTUAL INSURANCE
COMPANY, an Illinois corporation
individually and as successor in interest to
HOLYOKE MUTUAL INSURANCE
COMPANY IN SALEM,

Plaintiff,

vs.

EVERGREEN LANDING, LLC

Defendant.

Cause No. 3:20-cv-05337 RJB-TLF

**COUNTRY MUTUAL INSURANCE
COMPANY'S REPLY IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

NOTED FOR: JULY 24, 2020

Plaintiff Country Mutual Insurance Company, individually and as successor in interest to Holyoke Mutual Insurance Company in Salem ("Country Mutual") served Defendant Evergreen Landing, LLC ("Evergreen") with plaintiff's motion for summary judgment on June 18, 2020. Plaintiff's motion for summary judgment was originally noted for Friday, July 10, 2020. At the end of June, defense counsel contacted plaintiff's counsel requesting that the motion be re-filed on July 24, 2020.¹ Defense counsel noted that defendant's response brief was

¹ See the Supplemental Declaration of Misty Edmundson at Exhibit A ("Supp'l Edmundson Decl.").

1 due the Monday following the Fourth of July holiday. As a compromise, Plaintiff's counsel
 2 offered to re-note the pending summary judgment motion to be heard on July 24, 2020, in order
 3 to accommodate the holiday and provide an additional two weeks for the defendant to respond
 4 to the motion.² Defense counsel not only failed to respond to plaintiff's counsel's offer of
 5 compromise, Defendant failed file a response brief on July 6, 2020.³ Despite defendant's failure
 6 to file its brief by the deadline, as a courtesy, plaintiff re-noted the motion for Friday, July 24,
 7 2020 anyway, as it had offered to do.⁴ Evergreen's response to the motion for summary
 8 judgment was then due on July 20, 2020. However, once again Defendant failed to file an
 9 opposition brief in response to Plaintiff's motion for summary judgment.

10 Because there are no genuine issues of material fact that would preclude summary
 11 judgment, and for the reasons outlined in its motion papers, Country Mutual requests that the
 12 Court grant its unopposed motion for summary judgment and enter an order declaring that:

13 (1) The Country Mutual Policy provides no coverage to defendant Evergreen for the
 14 claims alleged against by Tiffany Casto and Ryan Jacobs in the Liability Action;

15 (2) Country Mutual has no duty to defend Evergreen in the Liability Action;

16 (3) Country Mutual may withdraw from the defense it is currently providing to
 17 Evergreen in the Liability Action;

18 (4) Country Mutual has no duty to indemnify Evergreen for any settlement entered
 19 into, or judgment entered against it, with respect to the claims alleged in the Liability Action;
 20 and

21 _____
 22 ² Supp'l Edmundson Decl., Exhibit B and Exhibit C.

23 ³ Supp'l Edmundson Decl., Exhibit D.

⁴ Supp'l Edmundson Decl., Exhibit E.

1 (5) Country Mutual is entitled to reimbursement of defense costs expended in
2 defending Evergreen in the Liability Action since September 6, 2019.

3 DATED this 24 day of July, 2020.

4 SOHA & LANG, P.S.

5
6 By: /s/Misty Edmundson

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